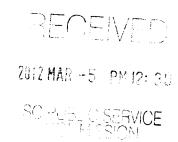
235398

BRIAN TIMOTHY PEARSON

209 NEWELL DRIVE

GOOSE CREEK, SC. 29455



March 1, 2012

Public Service Commission

101 Executive Center Drive, Suite 100

Columbia, SC. 29210

Dear sir or madam:

Enclosed for filing pleased find a copy of my testimony for the upcoming hearing. A copy has been simultaneously served on the attorney for Mill Creek.

Sincerely,

Brian Pearson

Testimony of Brian Pearson
December 14, 2011

Docket No. 2011-479-E

Mill Creek Marina Page 1 of 4

1		TESTIMONY OF BRIAN PEARSON						
2		DOCKET NO. 2011-479-E						
3	IN RE: PETITION OF THE OFFICE OF REGULATORY STAFF REQUESTING							
4	Al	RULE TO SHOW CAUSE TO MILL CREEK MARINA AND CAN	MPGROUND,					
5	I	NC. AND/OR RICHARD B. AND DIANE W. ANDERSON AS TO	WHY MILL					
6	CRE	EEK MARINA AND CAMPGROUND INC. SHOULD NOT BE RE	GULATED AS COPY					
7		A PUBLIC UTILITY	Posted: tod Dept: 5.4.1065					
٥			Dept: 5.4.1085					
8			Date: 2/29/12					
9	Q.	PLEASE STATE YOUR NAME AND ADDRESS.	Time: 12 3/2					
10	A. My name is Brian Pearson and my home address is 209 Newell Drive, Goose							
11		Creek, SC 29445. I have been a customer of Mill Creek Marina a	and Campground,					
12		Inc., ("Mill Creek") which is owned by Richard B. and Diane Anders	son for five years.					
13	Q.	WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS P	ROCEEDING?					
14	A.	A. The purpose of my testimony is to inform the Public Service Commission of						
15		South Carolina ("Commission") that I have been billed for electri	c service by Mill					
16		Creek for 216 Lake Marion Lane Lot 1, Vance, SC 29163 and Mill C	reek has removed					
17		my meter and is now refusing me electric service.						
18	Q.	Q. HOW DID YOU COME TO RECEIVE ELECTRIC SERVICE FROM MILL						
19		CREEK?						
20	A.	For the last five years, I have camped at Mill Creek and for the	he last two years I					
21	have had a yearly lease for a lot at Mill Creek. In March 2010, I had Lot 90 but was							
22	moved to a better location, Lot 1, as of March 2011. A copy of the lease agreement is							
23		provided as Exhibit One.	RECEIVED					
		0. 1	ST ST 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0					

RETURN LATE: 3/15/12 0/2 SERVICE: Served 0/25 of 74500 + Joydan

FEB 2 9 2012

PSC SC CLERK'S OFFICE

1	I came to have electric service from Mill Creek as I use it to hook up to my
2	camper. When I signed the first yearly lease, I asked who to call for electric service. I
3	was informed that electric service is provided by Mill Creek and that I would receive a
4	monthly bill.

HAVE YOU RECEIVED BILLING FOR ELECTRIC SERVICE FROM MILL Q. 5 CREEK? 6

Yes. Examples of my bill statements for the months of August and September A. 7 2011 are in Exhibit Two. As you can see, there was no past due amounts reflected on 8 the bill statements. I was in good standing. 9

WHO PAID THE ELECTRIC BILLS? Q. 10

I normally paid cash. In one instance, a friend, Christine Prevatte paid via A. 11 check rather than me paying cash because I wanted to create a payment record. 12 Attached as Exhibit Three are a few receipts where I paid in cash. 13

DO THE BILL STATEMENTS CONTAIN INFORMATION SUCH AS METER Q. 14 READINGS, USAGE AMOUNTS, OR RATES? 15

No. A. 16

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DO YOU UNDERSTAND HOW YOUR ELECTRIC BILL BY MILL CREEK 0. 17 IS CALCULATED? 18

My understanding based on a conversation with Mr. Anderson is that my bill is A. calculated using my usage and includes a ten dollar (\$10.00) monthly meter read fee. Based on a conversation with a Tri-County Electric Cooperative representative, Mill Creek is billed a meter read fee for all three master meters of \$10.00 each for a total of thirty dollars (\$30.00). I am concerned that Mill Creek is charging me a much higher 4

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usage rate than what Tri-Country bills Mill Creek.

Q. DID YOU EVER COMPLAIN ABOUT YOUR MILL CREEK ELECTRIC BILL?

A. Yes. I normally use my camper about two weekends a month, yet for those four days, I was receiving a bill that could be as low as sixty dollars and as high as one hundred twenty dollars. As a result, I asked why my billing was so high. Mr. Anderson indicated that perhaps there was a problem with my camper. However, I am not the only person who complained about the billing which to me seems to be used by Mr. Anderson as a means to evict a lessee.

Q. WHAT HAPPENED AFTER YOU COMPLAINED?

Mr. Anderson attempted to evict me on the basis of alleged violations of campground regulations which had never been enforced or otherwise required previously. A magistrate judge ruled in my favor and his attempt to evict me was dismissed. A copy of the judge's order is attached as Exhibit Four. The day after the hearing when Mr. Anderson knew the eviction was not enforceable, he pulled my electric meter and my water service thereby rendering the lot unusable.

Q. WHAT REASON WAS PROVIDED BY MILL CREEK FOR THE DISCONNECTION OF SERVICE?

I was informed that I was not in "good standing." I questioned why I was not considered to be in good standing when I had paid my lease in full and I had paid my monthly bills. Mr. Anderson replied that there can be a lot of reasons and one is that he simply does not like you. My water service has also been disconnected which is included in my lease payment made once a year.

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2	O.	WHEN WAS	YOUR :	ELECTRIC	SERVICE	DISC	CONNECTED?
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- 3 A. I was disconnected in the early part of September; the day after the magistrate
- 4 hearing.
- 5 Q. WHO PROVIDES ELECTRIC SERVICE TO MILL CREEK?
- 6 A. Tri-County Electric Cooperative.
- 7 Q. DID YOU CONTACT TRI-COUNTY ELECTRIC COOPERATIVE?
- 8 A. Yes. They informed me that per their by-laws Mill Creek cannot sub-meter
- but they could not provide me electric service directly because the master meter is in
- Mill Creek's name. So, I am without electric service.
- 11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?
- 12 A. Yes, it does.